

**AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO.**

THIS AGREEMENT is entered into 13 October, 1998, pursuant to Arizona Revised Statutes, Sections 28-408 as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and, DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., an Arizona corporation ("Del Webb").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-408 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. Del Webb has by resolutions, copies of which are attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Del Webb.

3. Del Webb's affiliate, Anthem Arizona LLC., an Arizona limited liability company ("Anthem"), is developing a phased master planned community (the "Anthem Community") located east of Interstate 17 (I-17) between the proposed traffic interchange ("TI") at Desert Hills (also know as Honda Bow Road) and the existing TI at Pioneer Road. The plan for the Anthem Community designates primary access from I-17 to the Anthem Community at the Desert Hills TI.

4. If the Desert Hills TI is not constructed in a timely fashion, it may delay development of the Anthem Community. Therefore, Del Webb has agreed to design and construct the Desert Hills TI, as generally depicted in the right of way plans depicted on Exhibit "A", attached hereto and made a part hereof, will be referred to as the "Project".

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. Del Webb will:

a. Prepare to State standards, design studies, construction plans, specifications material reports, drainage reports, structural reports, environmental clearance, right of way plans, construction cost estimates and any other documents required for construction bidding and construction of the Project (collectively the "Plans"). Without limiting the foregoing, the Plans will include the documents listed on Exhibit "B", attached hereto and made a part hereof.

b. Provide the State with copies of the Plans for review at the 100% level of completion.

c. After the Final Plans (defined in II.3.a. below) have been approved by Del Webb and the State, obtain from its engineer, an estimate (the "Pre-Bid Estimate") of the cost to construct the Project in accordance with the Final Plans and will submit same to the State.

d. Pay all actual, out of pocket costs and expenses reasonably incurred in connection with the construction of the Project, including all amounts due under the Construction Contract awarded by Del Webb (the "Contract Price"), all cost increases due to change orders (which will be subject to approval as provided herein), construction management fees, and a fee to the Arizona Department of Transportation ("ADOT") to provide construction management oversight (the "ADOT Fee"). The ADOT Fee shall be calculated based on the time devoted to the Project by ADOT consultants and employees (calculated in the case of ADOT employees based on a pro rata allocation of the employee's salary and employee related expenses) and actual out-of-pocket expenses, but in no event will the ADOT Fee exceed three percent (3%) of the Contract Price. The ADOT Fee will be paid following acceptance of the Project by the State and within fifteen (15) days after receipt by Del Webb of an accounting from the State setting forth the amount owed and the basis for determining such amount. Del Webb shall be permitted to audit any books and records of the State related to calculations of the ADOT Fee.

e. As security for Del Webb's agreement to pay the costs of constructing the Project, Del Webb will provide the State with a surety bond issued by a company approved by the State in an amount equal to the Contract Price. At Del Webb's request, the surety bond shall be partially exonerated on a quarterly basis, based on the portion of the Project remaining to be completed, except the last 10% of the contract price shall not be exonerated until the Contractor has been fully paid and all disputes resolved, and upon Project certification and acceptance by the State.

f. Be responsible for any claims by the Contractor for extra compensation in excess of the Contract Price.

g. Administer the Project and cause the Project to be completed in accordance with the Final Plans, the Construction Contract, the State policies and procedures itemized in Construction Administration Scope of Work, attached hereto as Exhibit "C", and applicable Laws.

h. Notify the State in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the Project, all of which shall be subject to the State's approval, as provided below.

i. Require the Contractor to complete the Project within one (1) year after the Construction Contract is awarded, subject only to force majeure events (as provided in the Construction Contract) and delays due to change orders approved by Del Webb and the State.

j. Pursuant to Arizona Revised Statutes 28-6923 and the procedures outlined in same, procure and administer a construction contract with an ADOT pre-qualified construction contractor.

2. The State:

a. Acknowledges that it has reviewed and approved the drafts of the Plans described on Exhibit C, which are 100% complete.

b. Will review and approve and/or provide comments to the Plans at 100% level and provide Del Webb with its review comments within thirty (30) days of receipt of said Plans. If the State objects to the Plans within such 30-day period, Del Webb and the State, at Del Webb's request, shall meet and confer to resolve any objections, and following any such meeting, Del Webb shall include the agreed changes in the following plan submittal. Any review comments made to the revised Plans shall be made within 30 days of submittal and shall follow the procedure outlined above.

c. Within ten (10) days after submittal of the Final Plans, will approve the Project for construction.

d. Will inspect Del Webb's administration of the Project on a regular basis to ensure the Project is completed in accordance with the Final Plans, the Construction Contract, State policies and procedures and applicable Laws.

e. Will review and approve in writing of any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the Project. The State will review such items within ten (10) business days after receipt of a written request from Del Webb and if it objects to any such items, shall specify in writing the nature of its objection within such 10-day period.

f. Will assist Del Webb in completing the Project within one (1) year after the Construction Contract is awarded, subject only to force majeure events (as provided in the Construction Contract) and delays due to contract modifications approved by Del Webb and the State. Without limiting the foregoing, Del Webb will provide the State with the construction schedule for the Project, and the State will perform all tests and take all actions for which it is responsible so as not to delay the Project.

g. Upon completion of the Project, the State will maintain the Project.

3. Del Webb and State agree:

a. Once the Plans at the 100% level of completion have been approved by the State, such Plans will be referred to as the "Final Plans". The Final Plans will not be amended, revised or modified without Del Webb's and the State's prior written approval, which approval will follow the procedure described in Section 2.e above.

b. All bid documents, all construction contracts (collectively, the "Construction Contract") and amendments, change orders and/or any other modifications thereto (all collectively, the "Construction Documents") will be approved jointly by Del Webb and the State in their reasonable discretion prior to commencement of the bid or contract modification process.

c. That prior to advertising the Project for bid, the State and Anthem will agree on the legal description of the real property to be donated in fee title by Anthem to the State (the "Right of Way Property"), and Del Webb will cause Anthem to execute a Warranty Deed ("Deed") for the Right of Way Property in the form attached hereto as Exhibit E. Del Webb will cause Anthem to deliver the Deed to the State upon the execution of this Agreement. After the Project has been completed and accepted by the ADOT District Office, the State will recommend to the State Transportation Board that it adopt a Resolution of Establishment, establishing the Project as a State highway. After such a resolution has been adopted, the State will accept the Deed and record the Deed and Resolution consecutively. If for any reason the Desert Hills TI is not constructed following delivery of the Deed, the State will return the Deed to Anthem.

d. To jointly resolve any disputes arising under the administration of the Construction Contract. Del Webb will notify the State in writing of any disputes.

e. Upon reasonable notice to Del Webb, State will have the right to audit all books and records of Del Webb, relating to the Project, and Del Webb will make all such books and records available for copying by State, at Del Webb's expense.

f. At any time prior to the date when the Construction Contract is awarded, Del Webb may take the following actions upon written notice to the State:

(1) Del Webb may suspend work on the Project by written notice to the State, in which event this Agreement shall continue in effect, but any time periods for the performance of actions required under this Agreement will be suspended until Del Webb notifies the State of its intent to resume the Project.

(2) Del Webb may terminate this Agreement for any reason whatsoever prior to commencement of construction, but Del Webb will be responsible for all costs reasonably incurred by the State up to the time of termination, unless the reason for Del Webb's termination is due to the State's failure to comply with its obligations hereunder.

g. That nothing herein will be construed to impose an obligation on the State to construct any further interchanges in the immediate area.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of said Project, except that any provisions herein for maintenance, shall be perpetual.

2. This Agreement shall become effective upon both parties signing this Agreement.

3. This Agreement may be canceled in accordance with A.R.S. Section 38-511.

4. The provisions of A.R.S. Section 35-214 are applicable to this Agreement.

5. In the event of any controversy between Del Webb and the State which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Section 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

If to the State:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mall Drop 616E
Phoenix, AZ 85007

If to Del Webb:

Del Webb's Coventry Homes Construction Co
Attn: Nick Taratsas, VP ~~Land Development~~ NAT
14901 N Scottsdale Rd., Suite 200
Scottsdale, AZ 85254

With a copy to:

Del Webb Corporation
Attn: General Counsel
6001 N 24th Street
Phoenix, AZ 85016

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that such party is authorized under the laws of this state to enter into this Agreement

8 If either party fails to perform its obligations hereunder, the non-defaulting party shall notify the defaulting party in writing and the defaulting party shall have five (5) days (or if such default cannot be cured within five (5) days, a reasonable period of time not to exceed thirty (30) days) to cure its default.

9 In the event of any lawsuit between Del Webb and the State arising out of the Project or this Agreement in which a judgment or award has been obtained, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees awarded by the court or arbitrator

10 Time is of the essence of this Agreement

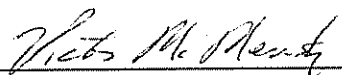
11 This Agreement represents the entire agreement of the parties relating to the Project and supersedes and replaces all prior agreements, whether written or oral. This Agreement shall not be amended except by written agreement executed by both parties

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

**DEL WEBB'S COVENTRY HOMES
CONSTRUCTION CO., an Arizona Corporation**

By 
NICK TARATSAS
Vice President ~~Land Development~~ NAT

**STATE OF ARIZONA
Department of Transportation**

By 
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 13th day of October, 1998,
by VICTOR M. MENDEZ, Deputy State Engineer, on behalf of the State of Arizona, Department
of Transportation.

Cyndi Selby
Notary Public

My Commission Expires:

7/1/2002



STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of October, 1998,
by Nick Taratsas, the Vice President DEL WEBB'S COVENTRY HOMES
CONSTRUCTION CO., an Arizona corporation, on behalf of the corporation.

M. Carole Becker
Notary Public

My Commission Expires:

1/13/2000



RESOLUTION

BE IT RESOLVED on this 17th day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Del Webb's Coventry Homes Construction Co., for the purpose of defining responsibilities related to the reconstruction of the Desert Hills Traffic Interchange, all at Del Webb's expense.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for MARY E. PETERS, Director

SECRETARY'S CERTIFICATE

I, Beth Jo Zeitzer, do hereby certify that I am the duly elected, qualified and acting Assistant Secretary of Del Webb's Coventry Homes Construction Co., an Arizona corporation, and as such Assistant Secretary have access to all the original records and books of said Corporation and that the following is a true and correct copy of a unanimous written consent adopted by the Board of Directors effective October 7, 1998, and that such resolution has not been modified or rescinded and remains in full force and effect:

RESOLVED, that Thomas E. Lucas, Vice President; or Benjamin S. Redman, Vice President; or Nickolas A. Taratsas, Vice President; as authorized agents of this Corporation, are hereby authorized and empowered for and on behalf and in the name of the Corporation to prepare, execute and deliver any and all agreements, instruments, documents and applications by and between the Arizona Depart of Transportation (the "State") and Del Webb's Coventry Homes Construction Co. which are necessary or which the authorized agent determines to be advisable or expedient in connection with the design and construction of the Desert Hills Traffic Interchange (the "Project"); and

RESOLVED FURTHER, that in connection with the scope of work under the Agreement, the authorized agents of this Corporation are authorized and directed to prepare, execute and deliver any and all agreements, certificates, instruments, documents, permits, applications or forms, including amendments and modifications thereto, which are necessary or which the authorized agents determine to be advisable including, without limitation, design studies, construction plans, specifications material reports, drainage reports, structural reports, environmental clearance, right of way plans, construction cost estimates and any other documents required for land development, construction bidding and construction of the Project; and

RESOLVED FURTHER, that any and all actions by the foregoing individuals taken prior to the date of this resolution are hereby ratified and approved.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Corporation on October 7, 1998.

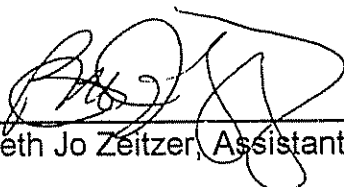
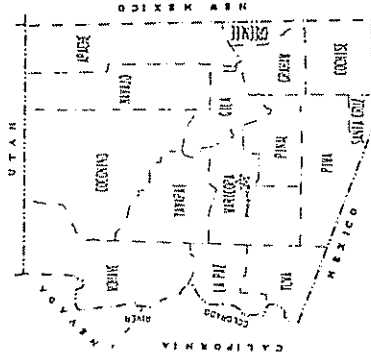

Beth Jo Zeitzer, Assistant Secretary

EXHIBIT A



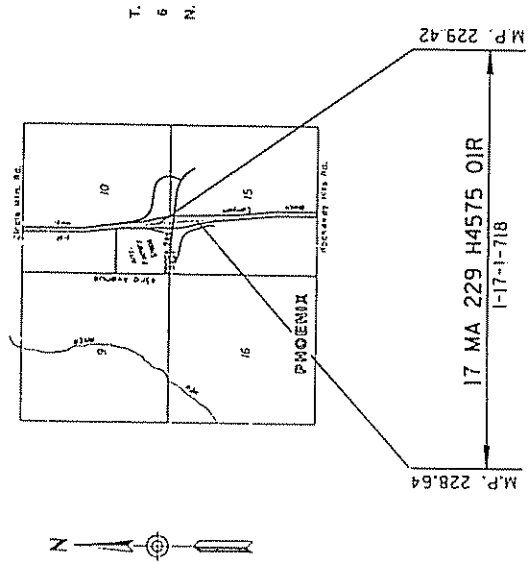
STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION



RIGHT OF WAY PLAN OF THE PHOENIX - CORDES JUNCTION DESERT HILLS T.I. 17 MA 229 H4575 OIR 1-17-1-718

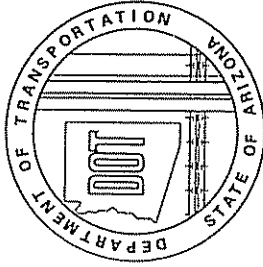
LENGTH OF PROJECT 0.78 DISTRICT E

R. 2 E.



PLANS PREPARED BY	1-1-58
ENGINEERING DIVISION	2-25-58
C. A. S. REVIEW	
BO SET REVIEW	

DATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
5 APR 62	1-17-1-718	1	5



APPROVED BY	DATE
CHIEF HIGHWAY ENGINEER	
APPROVED BY	DATE
CHIEF HIGHWAY ENGINEER	
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EXHIBIT A

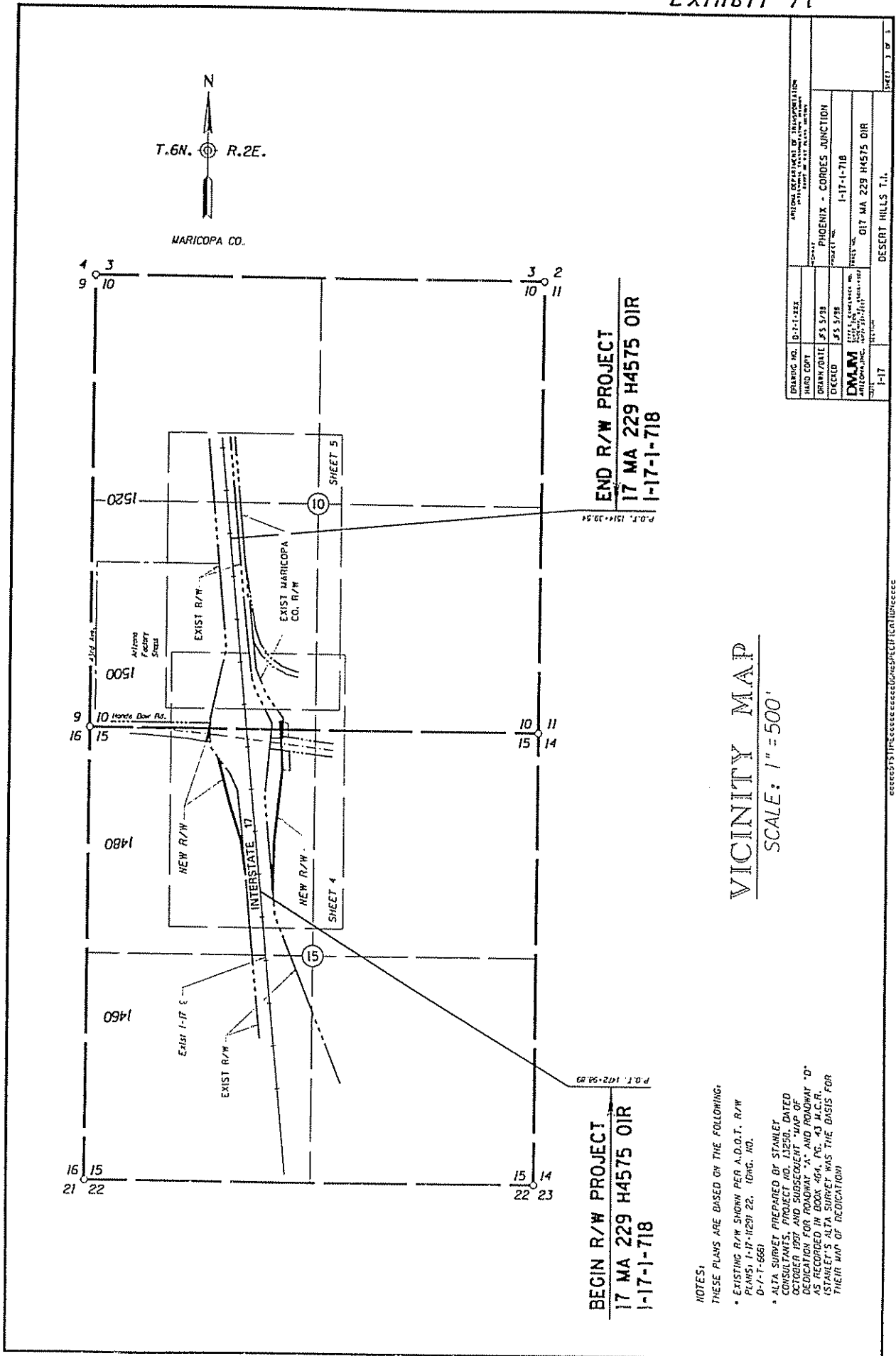


EXHIBIT A

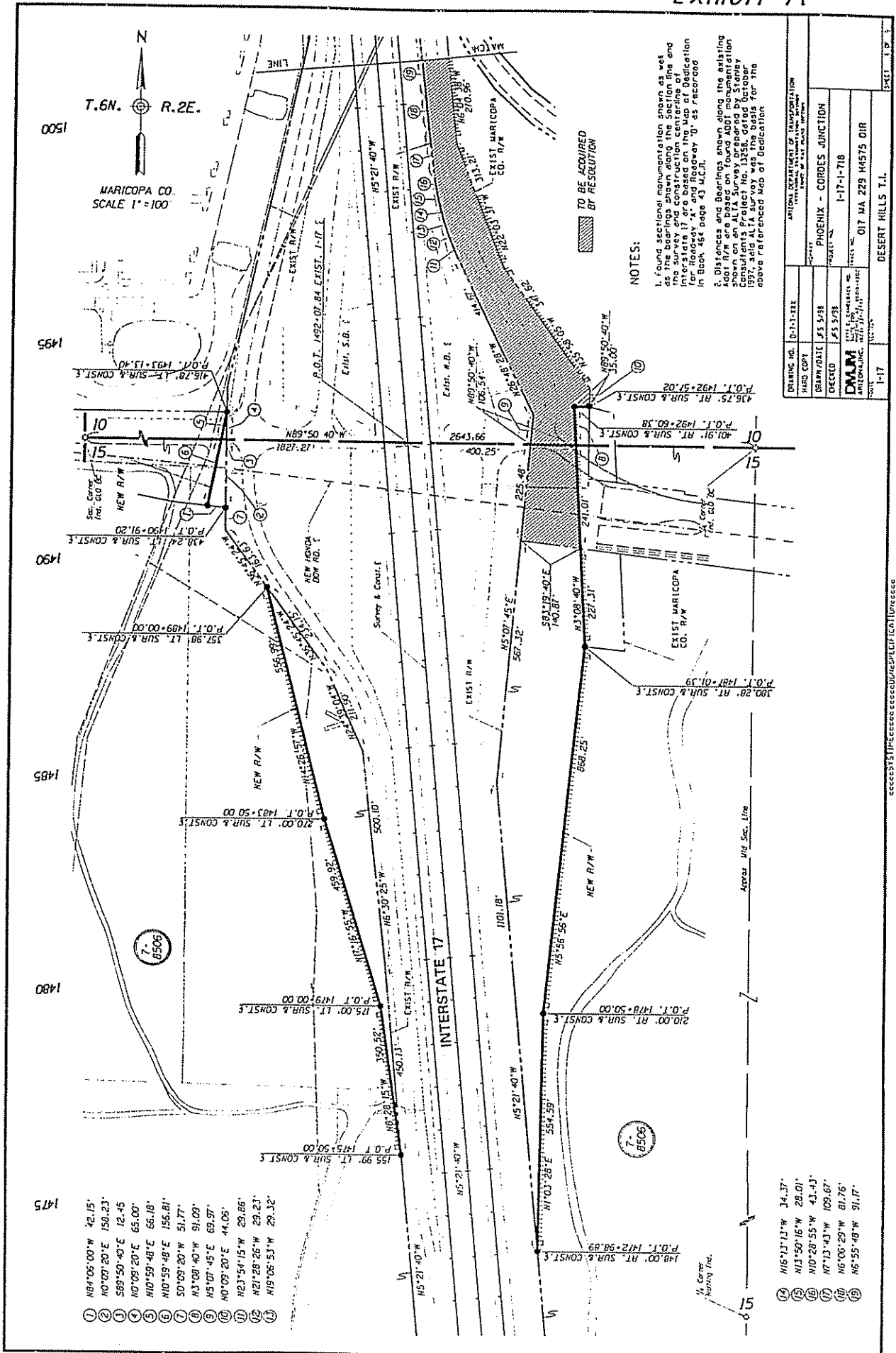




EXHIBIT B

AGREEMENT JPA 97-157

Plan Documents

- Alternatives Selection Report
- Traffic Analysis Report
- AASHTO Report
- Design Concept Report
- Bridge Selection Report
- Drainage Report
- Geotechnical Report
- Materials Design Report
- Pavement Design Summary
- Bridge Foundation Report
- Environmental Assessment and Technical Documents
- Construction Plans Including:
 1. Roadway Plans and Profiles
 2. Details Sheets
 3. Drainage Plans and Profiles
 4. Construction Sequence and Traffic Control Plans
 5. Pavement Marking Plans
 6. Signing Plans
 7. Traffic Signal Plans
 8. Lighting Plans
 9. Retaining Wall Plans
 10. Bridge Structure Plans
 11. Box Culvert Plans
 12. Cross-Sections
 13. Quantities
 14. Cost Estimates
 15. Special Provisions
- Right of Way Plans
- Clearances including:
 1. Environmental Clearance
 2. Utility Clearance
 3. Right of Way Clearance
 4. Project Plans Approval

DEL WEBB CORPORATION
ANTHEM PHOENIX
14901 NORTH SCOTTSDALE ROAD,
SUITE 200
SCOTTSDALE, ARIZONA 85254

CONSTRUCTION ADMINISTRATION

SCOPE OF WORK

DESERT HILLS TRAFFIC INTERCHANGE
(I-17 AT HONDA BOW ROAD)

July 29, 1998

PROPOSED WORK:

The proposed work is located in Maricopa County at Interstate 17 Milepost 229.0, approximately 28 miles north of the City of Phoenix. The work consists of roadway excavation; embankment construction; grading; furnishing and placing aggregate base, portland cement concrete pavement and asphaltic concrete pavement; an AASHTO girder bridge; retaining walls; pavement marking, signing, traffic signals; drainage and other incidental work.

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GENERAL SCOPE OF WORK

Del Webb shall assign the I-17/Desert Hills TI project to a CONSTRUCTION MANAGER, hereinafter called the PROJECT MONITOR, to be available to assist the CONSULTANT administering this contract. The PROJECT MONITOR shall be the Del Webb official representative on the project.

The CONSULTANT shall serve as an extension of Del Webb staff to administer this construction contract in accordance with the policies, procedures and criteria required by ADOT for highway and bridge construction, this project Scope of Work, the project plans and specifications, ADOT Standard Drawings, and appropriate ADOT manuals. The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this project. The CONSULTANT shall also provide all vehicles, field office and office supplies. A field laboratory with appropriate on-site and off-site materials testing equipment may be required for this project, depending on the location of the Contractor's proposed materials source..

The CONSULTANT shall be the sole authorized contact with the CONTRACTOR during construction. Del Webb shall relay all information and requests for the CONTRACTOR through the CONSULTANT.

The ADOT District Engineer and/or ADOT Construction Quality Assurance team will conduct periodic inspections of the project inspection reports, construction activities, materials logs and other items to ensure the project is completed in accordance with the policies, procedures and criteria required by ADOT for highway and bridge construction, this project Scope of Work, the project plans and specifications, ADOT Standard Drawings, and appropriate ADOT manuals. The frequency of these inspections is anticipated to be every 2-4 weeks. The results of these inspections will be conveyed to the CONSULTANT by the ADOT staff member. If applicable, the CONSULTANT shall correct any deficiency expressed by ADOT.

The CONSULTANT and the staff shall complete the construction administration duties necessary for this project. All communications regarding questions and issues which arise on this project will be coordinated with the CONTRACTOR, the Design Engineer, and all involved project stakeholders. The CONSULTANT will not be authorized to revise the project design and/or specifications without prior approval of the Design Engineer, the ADOT District Engineer and ADOT Technical Staff.

The CONSULTANT shall make the staff assigned to this project available for an overview presentation on office documentation for contractor invoicing, if deemed necessary, to be provided by Del Webb personnel.

EXHIBIT C

An ADOT Consultant Handbook, developed from the ADOT Standards and Specifications, ADOT Policies and Procedures Manual, Construction Manual, Office Engineering Manual and the Materials Policy and Procedure Directives Manual, Materials Preliminary Engineering and Design Manual, and the ADOT Materials Testing Manual shall be obtained by the CONSULTANT. A copy of this Handbook shall be provided to the PROJECT MONITOR and Design Engineer, and shall be available at the field office at all times.

The CONSULTANT is responsible to make all arrangements for the following:

- The Partnering Workshop, according to Section 104.01(b) of the 1990 Standards Specifications for Road and Bridge Construction and Guidelines of Construction Bulletin CB 92-2.
- The Pre-Construction Conference, according to Section 108.03 of the 1990 Standard Specifications for Road and Bridge Construction, and the current ADOT Construction Manual.

The CONSULTANT duties will include arranging, conducting and notifying all stakeholders of these meetings.

The CONSULTANT providing construction administration services and the CONTRACTOR performing project construction on this project cannot have the same parent company or any corporate association.

All means of direct communication (i.e. beepers, cellular telephones etc.) for the CONSULTANT'S key representative(s) shall be provided by the CONSULTANT during the life of this contract, or for the duration of the construction contract whichever is later.

LENGTH of SERVICES

The length of service shall be 365 calendar days from Notice to Proceed to complete the project including all project certification documentation, final contractor payment, as-built plan completion, and ADOT acceptance of the project.

STAFFING REQUIREMENTS

The CONSULTANT shall have the project personnel available as necessary for all project duties. The CONSULTANT shall make adjustments in personnel to satisfy the project requirements in accordance with the approved Project

EXHIBIT C

Schedule, or as the CONTRACTOR deems necessary for completion of the project.

The CONSULTANT personnel assigned to this project must have prior ADOT highway construction experience, and be able to perform in a proper and skillful manner in all areas of work covered by this Agreement. The CONSULTANT shall at all times maintain a good working relationship with the CONTRACTOR throughout the duration of the project.

Any employee of the CONSULTANT or his SUB-CONSULTANT who, in the opinion of the PROJECT MONITOR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the PROJECT MONITOR, be removed immediately by the CONSULTANT and shall not be employed again in any portion of the project work without written approval of the PROJECT MONITOR.

The following positions are defined as "KEY PERSONNEL" by Del Webb:

RESIDENT ENGINEER

SURVEY PARTY CHIEF

TRAFFIC CONTROL SPECIALIST

CHIEF INSPECTOR

MATERIALS LABORATORY SUPERVISOR

FIELD OFFICE SUPERVISOR

NOTE: KEY PERSONNEL, AS DEFINED ABOVE AND AS IDENTIFIED IN THE STATEMENT OF QUALIFICATION, SHALL NOT BE REPLACED ON THE PROJECT WITHOUT THE PROJECT MONITOR'S WRITTEN APPROVAL.

Additional positions may be identified as "KEY" if required on project with written confirmation from the PROJECT MONITOR

RESIDENT ENGINEER:

The RESIDENT ENGINEER listed above shall be registered as a Civil Engineer in the State of Arizona, and shall have prior ADOT experience as a Resident Engineer on highway and bridge construction projects.

EXHIBIT C

Depending on project need the RESIDENT ENGINEER and other appropriate key personnel shall be available to begin work within one week of the execution of this Agreement, or as otherwise authorized by the PROJECT MONITOR. The need of the RESIDENT ENGINEER and his key personnel on the project will be according to the negotiated hours identified on the contract.

The RESIDENT ENGINEER shall be responsible for all tasks required for completion of the project including, but not limited to:

1. To ensure the project surveys, materials testing and field inspection tasks are performed in accordance with ADOT policies and procedures, and to assure the project is completed in accordance with the project plans and specifications.
2. To interpret and explain the plans and specifications to the CONTRACTOR, keep all conflicts to a minimum, and diplomatically settle any disputes with the CONTRACTOR.
3. To inspect all phases of the project work to ensure construction quality and conformance with the project specifications.
4. To measure and compute quantities and prepare progress and final estimates for monthly payments to the CONTRACTOR.
5. To be responsible for the activities and efficiency of the CONSULTANT personnel performing tasks associated with the project, and ensure the project is properly staffed to ensure the project is completed in accordance with ADOT policies, procedures, directives and the project specifications.
6. To accept or reject the project work in accordance with Section 105 of the Standard Specifications.

If the project is double-shifted with similar work demands on each shift, then the CONSULTANT may be required to provide a second RESIDENT ENGINEER. RESIDENT ENGINEER shall participate in the pre-bid conference, if one is held with prospective CONTRACTORS.

SURVEY PARTY CHIEF:

The SURVEY PARTY CHIEF shall be experienced in the layout of major highway projects and shall supervise all CONSULTANT staking under the general direction of a registered Professional Engineer. Any survey to establish right-of-way lines or markers must be performed by or under the immediate direction of a registered Land Surveyor. Eighty percent (80%) of the technicians performing the survey work shall be certified by the National Institute for Certification in Engineering Technologies (NICET) at Level II or above in the appropriate field. Percentage of (NICET) personnel may vary dependent upon size of crew as approved by the PROJECT MONITOR. Survey work to be done according to SECTION 925-3 of the 1990 Standard Specifications for Road and Bridge Construction.

TRAFFIC CONTROL SPECIALIST:

The CONSULTANT shall furnish a TRAFFIC CONTROL SPECIALIST other than the RESIDENT ENGINEER or as otherwise authorized by the PROJECT MONITOR.

The specialist assigned this task on this project shall be highly knowledgeable in work zone traffic control procedures and thoroughly familiar with the ADOT Traffic Control Manual for Highway Construction and Maintenance and the 1990 Standard Specifications for Road and Bridge Construction. This specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the contract, and shall be subject to be on-call 24 hours per day, seven (7) days a week. Daytime, nighttime and weekend inspections shall be made and documented by the TRAFFIC CONTROL SPECIALIST in accordance with ADOT requirements.

The PROJECT MONITOR must be provided the telephone number or other means of communication of the RESIDENT ENGINEER and TRAFFIC CONTROL SPECIALIST for emergency situations after hours, weekends and holidays that may require immediate attention of the specialist

CHIEF INSPECTOR:

The CONSULTANT shall furnish a CHIEF INSPECTOR who has skills and knowledge in analyzing, evaluating, researching, reading and interpreting a variety of technical engineering data, that include the highway construction plans, field survey data and quality control documentation.

This inspector must possess skills in oral and written communications to include interpersonal relations as applied to contacts with contractors, ADOT staff and representatives of other governmental jurisdictions and additional skills in organizing and prioritizing work assignments.

MATERIALS LABORATORY SUPERVISOR:

The MATERIALS LABORATORY SUPERVISOR qualifications shall be in accordance with the requirements of Appendix A, Section 2.4 of this document. Responsibilities shall include verification of all materials incorporated into the project such as certifications, testing, documentation, and reporting of test results. The Materials Laboratory Supervisor shall also coordinate with ADOT Materials Section for the ADOT inspection and materials testing during the fabrication of the precast, prestressed concrete bridge girders. The Materials Laboratory Supervisor shall coordinate with the ADOT Area Laboratory

EXHIBIT C

Supervisor for materials acceptance testing performed by ADOT at Commercial Materials Sources and Independent Assurance Testing.

The CONSULTANT shall provide sufficient trained personnel for on-site and off-site materials testing whose qualifications shall be in accordance with the requirements of Appendix A, Section 2.4 to adequately and competently perform the requirements of this agreement. ADOT forms will be required to document all materials test results, and all records shall be filed in accordance with the procedures shown in the ADOT Construction Manual. All forms shall be provided by the CONSULTANT.

FIELD OFFICE SUPERVISOR:

The FIELD OFFICE SUPERVISOR must be knowledgeable in computer usage and highly experienced in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey, and quality control documentation. Knowledge required should include skills in interpreting and implementing the 1990 Standard Specifications for Road and Bridge Construction, ADOT policies, procedures, documentation, progress reporting and regulations; also, skills in interpersonal relations, as applied to contacts with contractors, ADOT staff and representatives of other governmental jurisdictions.

The CONSULTANT shall provide a computer capable of handling a computerized logging system for the documentation and reporting of all quantities, similar to the reporting system utilized by ADOT. Monthly invoices from the CONTRACTOR shall be reviewed and approved by the FIELD OFFICE SUPERVISOR AND RESIDENT ENGINEER prior to submittal to Del Webb for payment.

All office supplies and equipment required to carry on the provisions of the contract shall be furnished by the CONSULTANT. Forms required by ADOT will be furnished by the CONSULTANT.

CONSULTANT SERVICES

MATERIALS TESTING and VERIFICATION

The CONSULTANT shall provide a materials testing laboratory, testing equipment and all materials necessary to perform all sampling and testing. Materials and equipment shall include, but not necessarily be limited to, vehicles for transporting personnel, testing equipment and all other devices to determine the quality and acceptability of materials and workmanship which will be incorporated into the project unless otherwise specified.

The materials sampling and testing will be completed in accordance with the current ADOT Materials Acceptance Sampling Guide Schedule and the ADOT Materials Testing Manual for testing and verification. The CONSULTANT may also be required to obtain and test random samples by the PROJECT MONITOR if deemed necessary for acceptance, verification or quality assurance testing. The CONSULTANT shall accomplish this by either using his own personnel and equipment or by subcontracting the work to an outside materials testing laboratory.

Whether the CONSULTANT provides his own laboratory or subcontracts the work to a SUB-CONSULTANT, documentation must be made to the PROJECT MONITOR in writing that the requirements of Appendix A have been met for a materials testing laboratory, and is listed in the ADOT Directory of Eligible Materials Testing Laboratories..

If the CONTRACTOR elects to use a non-commercial materials source, the CONSULTANT may be responsible to locate and set up a field laboratory in the immediate vicinity of the project on a site designated by Del Webb. The field laboratory shall include all utilities such as electricity, water and all other utility connections required to perform the materials sampling and testing activities as required by the ADOT Materials Testing Manual..

The CONSULTANT will be required to coordinate with the ADOT Area Laboratory for the sampling and testing of all materials produced for this project from a commercial materials source. Typically, all materials testing shall be completed by the ADOT Area Laboratory if a commercial plant is part of a continuous inspection program by an ADOT Area Laboratory.

Independent Assurance sampling and testing will be performed by the ADOT Regional Laboratory in accordance with ADOT policy requirements. Independent Assurance sampling and testing will not be performed by the same laboratory performing acceptance testing for this project.

EXHIBIT C

Asphaltic concrete mix designs will be prepared by the CONTRACTOR in accordance with Section 406 of the 1990 Standard Specifications for Road and Bridge Construction. The CONSULTANT shall provide verification testing and approval of the CONTRACTOR'S proposed asphaltic concrete mix design, and provide acceptance testing in accordance with the ADOT policies and procedures.

Concrete mix designs, including any admixtures, shall be submitted by the CONTRACTOR to the CONSULTANT and the PROJECT MONITOR for review. Final approval of concrete mix designs proposed for this project will be coordinated with the ADOT Phoenix District Materials Engineer. All field adjustments required on concrete mix designs must be approved by the PROJECT MONITOR.

NOTE: THE CONSULTANT OR SUB-CONSULTANT CANNOT PROVIDE ANY MIX DESIGN SERVICES FOR THE CONTRACTOR.

All material tests results will be obtained by the CONSULTANT within the requirements established in Appendix B of this document, and on forms identified in the ADOT Materials Testing Manual, ADOT Materials Section Policy and Procedures Directives Manual, or the ADOT Construction Manual. All materials test results shall be logged and filed in accordance with the ADOT Construction Manual. If available for this project, the CONSULTANT shall utilize the ADOT computerized Materials Log software.

Materials sampling frequency shall follow the requirements of the ADOT Sampling Guide unless otherwise approved by the PROJECT MONITOR. The frequency of split samples for correlation testing will be determined by PROJECT MONITOR and the ADOT Area Laboratory, but will generally occur at the approximate rate of one in five.

The split sample will be delivered to the designated laboratory location for testing and evaluation within two (2) days from the sampling date unless otherwise approved. A weekly up-to-date materials log on all test results will be maintained in the office utilizing ADOT computer software if provided by ADOT. At the end of construction of the project, the CONSULTANT shall submit a completed and signed final sample checklist for the project, in addition to the following signed certification:

"This is to Certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction

operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications; such results compare favorably with the results of the independent assurance sampling and testing.

Exceptions to this certification are explained herein, or on attached sheet."

SURVEYING

Construction survey will be provided by the CONTRACTOR, as described under Section 925 of the 1990 Standard Specifications for Road and Bridge Construction. The CONSULTANT shall be responsible for survey work identified as work to be performed by the Department, as described under Section 925-3 of the 1990 Standard Specifications for Road And Bridge Construction.

Survey work shall include providing all control points for establishing construction centerlines, structure locations, right-of-way boundaries and project limits. All control points and bench marks shall be set in concrete. In addition, the CONSULTANT will review and approve the CONTRACTOR's written outline of his proposed methods of staking, marking of stakes, grade control for various materials courses, referencing, structure control, and any other procedures and controls necessary for survey completion.

The CONSULTANT shall make inspections and random checks of the CONTRACTOR's staking according to Section 925-3 of the 1990 Standard Specifications for Road and Bridge Construction at important stages of construction, and shall document and order all improper work to be re-surveyed by the CONTRACTOR.

NOTE: THE CONSULTANT OR SUB-CONSULTANT SHALL NOT PERFORM ANY SURVEY WORK FOR THE CONTRACTOR AND SHALL NOT HIRE THE CONTRACTOR'S SURVEY PERSONNEL TO PERFORM ANY SURVEY WORK UNDER THIS CONTRACT.

INSPECTION:

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with ADOT specifications on all contract items.

Inspection of any commercial or contractor's materials plant operations will be done by CONSULTANT unless stated otherwise by the PROJECT MONITOR.

NOTE: THE CONSULTANT IS NOT PERMITTED TO INCORPORATE OR CHANGE THE INSPECTION TEAM PERSONNEL WITHOUT APPROVAL OF THE PROJECT MONITOR. INSPECTOR'S HOURS SHALL PARALLEL THE CONTRACTOR'S WORK SCHEDULE

Eighty percent (80%) of the CONSULTANT'S inspection team shall meet one the following requirements:

- a) Engineering-In-Training certified by the State of Arizona with two years of highway experience acceptable to the Department.
- b) An individual with three years of highway experience acceptable to the Department and with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.
- c) Highway Construction technician certified by NICET.
- d) A NICET certified Engineering Technician in Civil Engineering Technology with five years of highway experience acceptable to the Department.

DOCUMENTATION

General

The CONSULTANT shall provide and setup an office with all equipment and supplies necessary to perform the required administrative duties of this contract on a site provided by Del Webb. The field office shall include all utilities, such as electricity, water and all utility connections required to perform administrative requirements of this contract.

The CONSULTANT will maintain separate and distinct records, files, all necessary inspection diaries, log books, survey staking records, material test results, and all needed documentation to justify all pay estimates in accordance with ADOT Standards. All office documentation shall be input on a personal computer or machine of similar capabilities provided by the CONSULTANT using ADOT software.

Under the terms of this contract, the CONSULTANT will supply the required software to properly administer the contract. CONSULTANT shall provide hardware, operating systems, support and training to all staff to include their sub-contractor(s) in the use of such hardware and software.

ADOT Standards include, but are not limited to, the current Construction Manual, 1990 Standard Specifications for Road and Bridge Construction and project Special Provisions, ADOT Materials Testing Manual, ADOT Materials Policy and Procedure Directives Manual, ADOT Traffic Control Manual and all other manuals which are referred to in the Construction Project Special Provisions. The CONSULTANT shall provide a complete set of all pertinent documents at the project field office at all times.

The CONSULTANT shall compile and submit in accordance with the current Construction Manual, all reports, monthly and final estimates, records, as-built plans, photographs, video recordings of various phases of construction and all other data which may be required for proper completion of records of the project.

A daily diary describing the progress of the work, specific problems encountered, and all other pertinent information relative to the execution of the project shall be prepared by each member of the CONSULTANT staff in accordance with the current Construction Manual. A copy of the diary information shall be filed in the CONSULTANT'S field office on a daily basis.

The CONSULTANT is responsible for field measurements and all other pertinent information necessary to compile monthly and final quantity and pay estimates, reports and as-built plans. Del Webb will furnish a large set and two

EXHIBIT C

(2) half size sets of plans to be used for as-built plans; for recording all information of changes or additions to the original design as the work is being completed.

WEEKLY MEETINGS

The CONSULTANT'S RESIDENT ENGINEER shall conduct weekly meetings with the CONTRACTOR, SUBCONTRACTORS, PROJECT MONITOR, DESIGN ENGINEER and all other stakeholders during the course of construction, as outlined in SECTION 108-04 of the 1990 Standard Specification for Road and Bridge Construction. These meetings shall be recorded and produced in a written summary with copies of minutes provided to all participants in attendance.

PAY ESTIMATES

The CONSULTANT will prepare intermediate and monthly pay estimates. These estimates shall be prepared in accordance with instructions outlined in the current Construction Manual, or in accordance with the Del Webb invoicing procedures.

PROGRESS REPORTS

The CONSULTANT will submit narrative progress reports to the PROJECT MONITOR, ADOT District Engineer and Design Engineer on a weekly and monthly basis. The weekly reports shall be delivered by Monday afternoon following the week covered in the report, and they shall contain considerable detail about activities on the project. The monthly reports shall be delivered by the fifth of each month, and shall consist of a brief recap of the project progress for the previous month.

MANAGEMENT STAFFING SCHEDULES

The CONSULTANT will be required to submit a management schedule each week based on the CONTRACTOR's schedule. This schedule will show the CONSULTANT'S manpower plan for the two-week period, as shown in the CONTRACTOR'S weekly schedule, to cover the CONTRACTOR'S operation. A copy of the schedule shall be submitted to the PROJECT MONITOR by Friday of each week for his approval. The schedule will indicate the type and number of personnel anticipated to cover the CONTRACTOR'S operation for each day of the two-week period.

A Staffing Plan shall be prepared and submitted to the PROJECT MONITOR prior to start of work based on the CONTRACTOR'S original construction progress schedule. The CONSULTANT will provide updates to the staffing plan on a monthly basis to project resource needs through the completion of the project.

Monthly payroll reports distributing CONSULTANT labor costs to whole hours, and a summary report of expended work-hours utilizing shall be provided to the PROJECT MONITOR. This work-hour summary report shall be provided with the monthly invoice in a format provided by the PROJECT MONITOR.

CHANGE ORDERS and FORCE ACCOUNT WORK REQUESTS

As approved by the PROJECT MONITOR, the CONSULTANT will initiate and create all CONTRACTOR'S Change Orders and Force Account Work Requests, including written justification and cost analysis for each contract modification. These contract modifications shall be delivered to the PROJECT MONITOR for approval. After approval, the CONSULTANT shall obtain the CONTRACTOR's signature, and return the forms to the PROJECT MONITOR for final execution.

Any contract modification which involves a change to the approved project design or specifications shall be approved by the Design Engineer and ADOT prior to initiation of the modification. The final contract modification shall be approved and signed by the ADOT District Engineer.

The PROJECT MONITOR shall be available, on request, to assist the CONSULTANT with the preparation of Change Orders, Force Accounts, Monthly Estimates, etc. This assistance will be considered an informational service only to explain the flow of paperwork and the continuity of the work. The CONSULTANT will be expected to follow-up on the paperwork flow in an expeditious manner to avoid any delays in timely submittals of documentation (i.e. mix design submittal, claim specifications, etc.), correspondence, conducting of meetings, and transmittal of responses to the CONTRACTOR required to meet time constraints of the project. If, in the opinion of the PROJECT MONITOR, the administrative requirements of this contract are not being met, written notification will be given to the CONSULTANT outlining these concerns and the necessary requirements to stay on schedule. After written notification is presented and administrative requirements are still not being met, the retention of future CONSULTANT billings will be increased to twenty-five percent (25%) until requirements have been returned to acceptable practice.

CLAIMS

CONTRACTOR'S construction claims will be evaluated on an individual basis by Del Webb to determine the extent of the CONSULTANT'S participation.

CONSTRUCTION COMPLETION ESTIMATES

When seventy-five percent (75%) of the contract time is used, the CONSULTANT shall advise the PROJECT MONITOR if, in his opinion, he can complete the project within the original time frame. If he feels he cannot, a detailed analysis outlining the time needed to complete the project must be submitted along with a request for an extension of time. This must be completed and received by the PROJECT MONITOR prior to eighty percent (80%) of the contract time being used.

If no unusual delays are anticipated, the CONSULTANT shall submit the final estimate to ADOT within 30 days after the date of acceptance of the project by ADOT in accordance with Section 1316 of the Construction Manual.

If unusual delays are anticipated, notification should be given to Field Reports Branch according to Section 1316.03 of the Construction Manual. If after 60 days of the final acceptance of the project and Field Reports has not received the final project documentation, all costs incurred by the CONSULTANT will not be recoverable.

CERTIFICATION OF SUBSTANTIAL CONFORMANCE

At the end of the project construction, the CONSULTANT PROJECT MANAGER shall submit a signed certification that all work was completed in substantial conformance with the Plans and Specifications and that all payments were made for work performed at the bid prices agreed to in the CONTRACT. At this time a set of completed as-built plans shall be submitted by the CONSULTANT to Del Webb and ADOT with the signature of approval from the RESIDENT ENGINEER.

APPENDIX-A
SYSTEM FOR THE EVALUATION
OF TESTING LABORATORIES

April 8, 1998

SCOPE OF SYSTEM

The Arizona Department of Transportation (ADOT) System for the Evaluation of Testing Laboratories has been implemented to formally qualify materials testing laboratories to perform testing activities for ADOT. On all projects advertised/awarded by ADOT, the materials testing laboratory must satisfy the criteria as specified below and be approved by ADOT Materials Group prior to performing materials testing activities for the Department. For Certification Acceptance projects that are advertised/awarded by a local government agency, AASHTO accreditation in applicable test methods is sufficient. Those laboratories submitting asphaltic concrete mix designs must also meet the requirements of Materials Group Policy and Procedure Directive No. 96-6 and be approved by the Materials Group Bituminous Engineer. Eligible laboratories will be periodically evaluated to verify compliance with the system. The system is administered by the ADOT Materials Group Quality Assurance Section under authority delegated by the State Engineer. The procedure will apply to any laboratory performing testing activities for the Department, directly or as a subconsultant.

ADOT SYSTEM CRITERIA

The ADOT system acknowledges the mechanism for recognizing the competency of a testing laboratory to perform specific tests on construction materials established by the AASHTO Accreditation Program (AAP). AAP accreditation must be obtained for all AASHTO and ASTM test methods to be performed by the testing laboratory. For AASHTO/ASTM test methods, if the laboratory is AAP accredited for those tests and if the same AASHTO/ASTM test methods are successfully demonstrated to ADOT during inspection, then ADOT will approve those observed AASHTO/ASTM test methods. For Arizona test methods which are modifications of AASHTO/ASTM test methods, if the laboratory is AAP accredited for the AASHTO/ASTM test methods which are modified by Arizona test methods and if the Arizona test methods are successfully demonstrated to ADOT during inspection, then ADOT will approve those observed Arizona test methods. ADOT will also approve unique Arizona test methods successfully demonstrated to ADOT during inspection.

EXHIBIT C

A copy of AAP accreditation certificates should be transmitted to the ADOT Materials Group Quality Assurance Engineer immediately upon receipt by the testing laboratory.

The following requirements are in addition to Section 2, AASHTO Accreditation Program Criteria, of the AASHTO Accreditation Program Procedures Manual:

2.1 Quality System Criteria is modified to add the following:

The laboratory shall have and maintain the current ADOT Materials Testing Manual. The manual shall be readily accessible to all laboratory personnel.

2.2 On-Site Inspection and Quality System Evaluation Criteria is modified to add the following:

For evaluation as an ADOT approved laboratory, the following permanently-based lab facilities will be subject to inspection by ADOT at regular time intervals:

1. Any AASHTO accredited independent lab operating within Arizona or within 50 miles of Arizona borders.
2. Any satellite*, of an out-of-state AASHTO accredited lab, that is operating within Arizona or within 50 miles of Arizona borders.

* "Satellite" laboratory facilities are permanently-based lab facilities working under the authority, and AASHTO accreditation of a main lab facility.

Any portable lab facility belonging to an ADOT approved lab will be subject to inspection by ADOT on a project-by-project basis.

ADOT inspection is required for any satellite or portable laboratory contracted to do verification (acceptance) testing on an ADOT project. For satellite or portable laboratories performing contractor quality control testing not used in the acceptance decision on an ADOT project, inspection by ADOT is at the discretion of the Resident Engineer. At least 10 days prior to any phase of construction requiring materials testing by the laboratory, the Resident Engineer shall notify the ADOT Materials Group Quality Assurance Engineer in writing to request inspection of a satellite or portable laboratory. Satellite or portable laboratories contracted to do materials testing on ADOT projects shall be set up and available for inspection by ADOT at least 5 days prior to any phase of construction requiring materials testing by the laboratory. The lab must be completely equipped for all phases of project-related testing.

The laboratory shall have written policy and procedures, as an addendum to their A.A.P. Quality Systems Manual, that are acceptable to the Department, to assure portable and satellite laboratory facilities performing testing activities on ADOT projects are capable of providing testing services

EXHIBIT C

in compliance with applicable test methods. The policy and procedures should address inspection and calibration of testing equipment as well as a correlation testing program between the accredited laboratory and portable or satellite facilities.

The laboratory shall be open for inspection by Arizona Department of Transportation personnel at anytime. The laboratory shall demonstrate, during periodically scheduled on-site equipment and procedural inspections conducted by the ADOT Materials Group Quality Assurance Section, the capability to perform tests according to the current ADOT Materials Testing Manual for those testing services offered under the scope of this system. A written response to any deficiencies noted during the inspections shall be submitted to the ADOT Materials Group Quality Assurance Engineer within 30 days of notification. Failure to respond to noted deficiencies within the 30 day limit will be grounds to negate ADOT approval.

Copies of AMRL and CCRL inspection reports and responses to any deficiencies shall be transmitted to the ADOT Materials Group Quality Assurance Engineer within 60 days of receipt of the inspection report.

2.3 Proficiency Sample Criteria is modified to add the following:

The laboratory shall participate in the ADOT proficiency sample program, performing at least those test methods for which ADOT approval has been granted. A written response to any deficiencies shall be submitted to the ADOT Materials Group Quality Assurance Engineer within 30 days of notification. Failure to test more than 2 consecutive proficiency samples that the lab is equipped to perform will be grounds to negate ADOT approval. Failure to respond to deficiencies within the 30 day limit will be grounds to negate ADOT approval.

Copies of AMRL and CCRL proficiency sample test result reports and responses to deficiencies shall be mailed to the ADOT Materials Group Quality Assurance Engineer within 60 days of receipt of the final report.

2.4 Personnel Qualification Criteria is modified to add the following:

An individual who is **responsible for supervising sampling and testing** shall meet the requirements given in Table 1 for the appropriate field in which sampling and testing is being performed.

An individual who **performs actual sampling and testing** shall meet the requirements given in Table 2 for the appropriate field in which sampling and testing is being performed.

EXHIBIT C

TABLE 1 SUPERVISOR REQUIREMENTS	
Soils and Aggregate	
<u>Field</u> Arizona Technical Institute (ATI) "Field" certification required plus one of (a) through (g) below.	<u>Laboratory</u> Arizona Technical Institute (ATI) "Soils/Aggregate" certification required plus one of (a) through (g) below.
Asphaltic Concrete	
<u>Field</u> Arizona Technical Institute (ATI) "Field" certification required plus one of (a) through (g) below.	<u>Laboratory</u> One of (a) through (g) below.
Concrete	
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification plus one of (a) through (g) below.	
<p>(a) Professional Engineer, registered in the State of Arizona, with one year of highway materials testing experience acceptable to the Department.</p> <p>(b) Engineer-In-Training, certified by the State of Arizona, with two years of highway materials testing experience acceptable to the Department.</p> <p>(c) Obtained a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology, Construction, or related field acceptable to the Department; and with three years of highway materials testing experience acceptable to the Department.</p> <p>(d) Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Engineering Technician (Level III) or higher in the appropriate subfield in which sampling and testing is being performed.</p> <p>(e) Certified by NICET in the Transportation Engineering Technology field as an Engineering Technician (Level III) or higher in the Highway Materials subfield.</p> <p>(f) Certified by NICET as an Engineering Technician, or higher, in Civil Engineering Technology with five years of highway materials testing experience acceptable to the Department.</p> <p>(g) An individual with eight years of highway materials testing and construction experience acceptable to the Department.</p>	

TABLE 2 TECHNICIAN REQUIREMENTS	
Soils and Aggregate	
<u>Field</u>	<u>Laboratory</u>
Arizona Technical Institute (ATI) "Field" certification.	Arizona Technical Institute (ATI) "Soils/Aggregate" certification.
Asphaltic Concrete	
<u>Field</u>	<u>Laboratory</u>
Arizona Technical Institute (ATI) "Field" certification.	Certified by the National Institute for Certification in Engineering Technologies (NICET) in the Construction Materials Testing field as an Associate Engineering Technician (Level II) or higher in the Asphalt subfield.
Concrete	
American Concrete Institute (ACI) "Concrete Field Testing Technician Grade I" certification.	

2.5 Additional General Criteria is modified to add the following:

Copies of notification to AASHTO of changes in laboratory ownership, location, or managerial personnel shall be transmitted to the ADOT Materials Group Quality Assurance Engineer within 60 days of when the change occurs. ADOT should also be notified within 30 days of changes in supervisory and key technical personnel.

To be eligible to perform referee testing on ADOT projects as an independent testing laboratory, the laboratory must provide proof to the Department of their independent status by submitting a letter to the ADOT Materials Group Quality Assurance Engineer indicating all individuals and corporations which have ownership of the laboratory. In addition, the letter must indicate that each of the owners of the laboratory is devoid of any ownership in contracting firms or materials suppliers who perform work for the Department.

Douglas A. Forstie
Assistant State Engineer
Materials Group

APPENDIX-B

Testing Requirements

All tests as required are to be performed on a daily basis, or as otherwise directed by the PROJECT MONITOR.

All tests performed by the CONSULTANT'S laboratory shall be completed and reported to the PROJECT MONITOR within the time guidelines given herein.

All tests must be run in accordance with the appropriate test procedures as required in the various project contract documents.

Test results shall be reported to the PROJECT MONITOR within one working day (8 working hours) after the results have been obtained by the lab.

Typical anticipated times, upon receipt of sample, are shown below for selected tests:

TEST	TIME (Working Hours)
Sieve Analysis & plasticity index	12 Hours
Asphalt Viscosity	12 Hours
Concrete Cylinder Breaks	4 Hours
Asphaltic Concrete (including Marshall density, moisture, Nuclear Asphalt Content Determination, extraction, sieve analysis, and voids analysis)	12 Hours
Steel Strength (Tensile)	4 Hours
Proctor Density (5 point)	12 Hours
Mineral Aggregate Gradations	4 Hours
Aggregate Base Gradations	4 Hours
individual listed in (f) or (g) above.	

2.5 Additional General Criteria is modified to add the following:

Copies of notification of AASHTO of changes in laboratory ownership, location, or managerial personnel shall be transmitted to the ADOT Materials Section Quality Assurance Engineer with 60 days of when the change occurs. ADOT should also be notified within 30 days of changes in supervisory and key technical personnel.

EXHIBIT D

AGREEMENT JPA 97-157

95% Plans Documents

- Alternatives Selection Report
- Traffic Analysis Report
- AASHTO Report
- Final Design Concept Report
- Final Bridge Selection Report
- Final Drainage Report
- Final Geotechnical Report
- Final Materials Design Report
- Final Pavement Design Summary
- Final Bridge Foundation Report
- Final Environmental Assessment and Technical Documents
- Construction Plans Including:
 1. Roadway Plans and Profiles
 2. Detail Sheets
 3. Drainage Plans and Profiles
 4. Construction Sequence and Traffic Control Plans
 5. Pavement Marking Plans
 6. Signing Plans
 7. Traffic Signal and Lighting Plans
 8. Retaining Wall Plans
 9. Bridge Structure Plans
 10. Box Culvert Plans
 11. Cross-Sections
 12. Quantities
 13. Cost Estimate
 14. Special Provisions
- Final Right-of-Way Plans

Escrow No.

Exempt from Affidavit
By A.R.S. §42-1614-A-3

When Recorded Return To
Arizona Department of Transportation,
R/W Operations Sec. (612E)
205 South 17th Avenue
Phoenix, AZ 85007-3212

ARIZONA DEPARTMENT OF TRANSPORTATION

WARRANTY DEED

the Grantor, for the consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, does hereby grant, convey and warrant to the STATE OF ARIZONA, by and through its Department of Transportation,, the Grantee, that certain real property situated in _____ County, Arizona, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

AND BY REFERENCE MADE A PART HEREOF

Subject To current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

PROJECT:	SECTION:	PARCEL:
----------	----------	---------

Compl Trac No.
DatAut

File Page ____
WD

The Grantor of the Grantor's heirs shall have the right to repurchase the property herein described (or any remaining portion thereof) pursuant to A.R.S. §28-7099.

IN WITNESS WHEREOF, this instrument is executed this 20th day of August, 1998.

[Signature]

Vice President

NOTARY CERTIFICATION

Capacity claimed by signer(s)

☐ INDIVIDUAL(S) ☐ ATTORNEY-IN-FACT ☐ TRUSTEE(S) ☐ OTHER
☒ CORPORATE ☐ PARTNERSHIP ☐ GOVERNMENT OFFICER(S)

Anthem Arizona, L.L.C.
ENTITY(IES) REPRESENTED

Vice President
TITLE OF SIGNER

STATE OF Arizona,
COUNTY OF Maricopa, SS

Before me, M. Carole Becker, the undersigned officer/notary
on August 20, 1998 personally appeared Ben S. Bedman, V.P.
Anthem Arizona, L.L.C.

☒ personally known -OR- ☐ proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

IN WITNESS, my hand and official seal.

M. Carole Becker
Signature

My commission expires:



1/13/2000

Approved by the Director
of the Arizona Department
of transportation

Accepted:
STATE OF ARIZONA

_____, 199__

_____, 199__

By _____
Right of Way Manager

Description for Fee Estate

PARCEL NO. 1

That portion of the Northwest Quarter (NW¼) of Section 15, Township 6 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the Northwest corner of said Section 15;

thence along the North line of said Section 15, South 89°50'40" East 1827.27 feet to the existing Survey and Construction centerline of Interstate Highway 17 (PHOENIX-CORDES JUNCTION HIGHWAY);

thence along said existing centerline, South 5°21'40" East 116.64 feet;

thence South 84°38'20" West 438.24 feet to the POINT OF BEGINNING on the existing Westerly right of way line of said Interstate Highway 17;

thence along the existing Westerly right of way line of said Interstate 17 North 0°09'20" East 158.23 feet to the North line of said Section 15;

thence along the North line of said Section 15, North 89°50'40" West 12.45 feet;

thence South 10°59'48" West 156.81 feet to the proposed Southerly right of way line of Honda Bow Road;

thence along said proposed Southerly right of way line, South 84°06'00" East 42.15 feet to the POINT OF BEGINNING on the existing Westerly right of way line of said Interstate Highway 17.

(continued)

Exhibit "A"

Page 1

PARCEL NO. 2

That portion of the Northwest Quarter (NW¼) of Section 15, Township 6 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the Northwest corner of said Section 15;

thence along the North line of said Section 15, South 89°50'40" East 1827.27 feet to the existing Survey and Construction centerline of Interstate Highway 17 (PHOENIX-CORDES JUNCTION HIGHWAY);

thence along said existing centerline, South 5°21'40" East 307.84 feet;

thence South 84°38'20" West 357.98 feet to the POINT OF BEGINNING on the existing Westerly right of way of said Interstate Highway 17;

thence along said existing Westerly right of way line, South 36°45'24" East 234.15 feet;

thence continuing along said existing Westerly right of way line, South 24°39'04" East 211.90 feet;

thence continuing along said existing Westerly right of way line, South 6°30'25" East 500.10 feet;

thence continuing along said existing Westerly right of way line, South 5°21'40" East 450.13 feet;

thence North 8°28'07" West 350.52 feet;

thence North 17°16'55" West 459.92 feet;

thence North 14°26'57" West 556.99 feet to the POINT OF BEGINNING on the existing Westerly right of way of said Interstate Highway 17.

(continued)

Exhibit "A"

Page 2

That portion of the Northwest Quarter (NW¼) of Section 15, Township 6 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as follows:

Commencing at the North Quarter corner of said Section 15;

thence along the North line of said Section 15, North 89°50'40" West 816.39 feet to the existing Survey and Construction centerline of Interstate Highway 17 (PHOENIX-CORDES JUNCTION HIGHWAY);

thence along said existing centerline, South 5°21'40" East 1908.95 feet;

thence North 84°38'20" East 148.00 feet to the POINT OF BEGINNING on the existing Easterly right of way of said Interstate Highway 17;

thence along said existing Easterly right of way line, North 5°21'40" West 1101.18 feet;

thence continuing along said existing Easterly right of way line, North 5°07'45" East 567.32 feet;

thence South 83°19'40" East 140.87 feet;

thence South 3°08'40" East 227.31 feet;

thence South 5°56'56" West 868.25 feet;

thence South 1°03'28" West 554.59 feet to the POINT OF BEGINNING on the existing Easterly right of way of said Interstate Highway 17;

Exhibit "A"

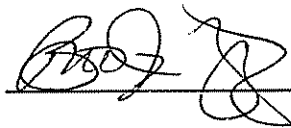
Page 3

JPA 97-157

APPROVAL OF
DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO.
ATTORNEY

I have reviewed the attached proposed agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODEL TRANSPORTATION DIVISION, and the DEL WEBB'S COVENTRY HOMES CONSTRUCTION CO., and declare this agreement to be in proper form and within the powers and authority granted to Del Webb's Coventry Homes Construction Co., under the laws of the State of Arizona.

DATED this 7th day of October, 1998.



Attorney